

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE COUNTY OF COCHISE

*See 8 STATE #
6092
Filed 1/4/80
A.C. Cont # 79/857*

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF COCHISE, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the COUNTY is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the COUNTY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 92 at Foothills Drive (Sierra Vista)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The COUNTY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

4. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the COUNTY.

5. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.


7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.


9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of May, 1979, but in no event prior to its being filed with the Secretary of State.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer
Date: 11/15/79

COUNTY OF COCHISE

By: 
Title: Chairman, Board of Supervisors
Date: November 9, 1979

ATTEST:

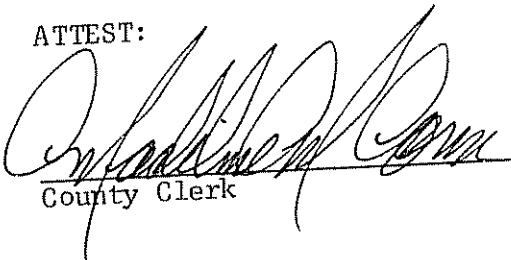

County Clerk

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and /or highway lighting between the STATE OF ARIZONA and the COUNTY OF COCHISE consummated on Jan. 4, 1980 it is agreed by both parties that the following location(s) be added to, or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: JB Merz 11/15/79
Chief Deputy State Engineer

COUNTY OF COCHISE

By: D. L. Thompson
Title: Chairman, Board of Supervisor

ATTEST:

[Signature]
County Clerk

Date Signed: November 9, 1979

EXHIBIT "B"

(to Maintenance Agreement)

A F F I D A V I T

STATE OF ARIZONA)
) ss:
County of Cochise)

JODY N. KLEIN, being first duly sworn, deposes and
says:

That he is a duly appointed, qualified and acting
Deputy County Attorney of the County of Cochise, State of
Arizona;

That he has read the Maintenance Intergovernmental
Agreement between the State of Arizona and the County of Cochise

That the County of Cochise is authorized pursuant
to A.R.S. §11-251 to enter into this Agreement;

That the Agreement is in proper form and meets
applicable legal requirements.

Further Affiant --

COCHISE COUNTY
ENGINEERING DEPT.

NOV 6 1979

RECEIVED

573

PROCEEDINGS OF THE MEETING OF THE COCHISE COUNTY BOARD OF SUPERVISORS - July 9, 1979

The matter of the Lease Agreement for Service Station Sub-lease for the Cochise County Sheriff's Department remained on the table.

The matter of the acquisition of right-of-way for Dragoon Road remained on the table.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board approved jail agreement between the City of Wilcox and the County of Cochise, which provides for housing, maintenance, and information services to be exchanged between the parties at a daily rate of \$13.00 for the initial detention period and \$10.00 for each subsequent detention period, for the Fiscal Year 1979-1980.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board tabled the matter of adoption of Resolution No. 79-22, which would set per diem rates for inpatient indigent medical care in Cochise County, until further information could be obtained from Ron Maxwell, Health Services Administrator regarding his recommendation.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board approved Minutes of the Board of Supervisors meeting held on June 25, 1979, as corrected.

There was no action taken on adoption of the Tentative Budget for Cochise County for Fiscal Year 1979-1980.

Fred M. Hewitt, County Engineer, appeared before the Board and requested they approve construction agreement and maintenance agreement for the traffic signals on Foothills Drive and State Route 92, and authorize the Chairman to sign both agreements.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board approved the subject agreements, contingent upon changes made by the County Attorney on page one of each agreement, paragraph four, defining the perimeters of the liability of the agreements. The Board objected to the language, "This work shall include but not be limited to."

Fred M. Hewitt, County Engineer, appeared before the Board and requested approval of release of funds from Trust No. 99841, Continental Service Corporation, for work completed at Hudgin Acres Subdivision, as follows: \$5,450.77 to Cochise Sand and Rock and \$1,278.00 to Clarence S. Wilcox, and that the Chairman be authorized to sign the Trust Instructions. He stated that the improvements on this subdivision have been completed in accordance with the drawings and specifications, and verified by field inspection.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board approved release of the foregoing trust funds, and authorized the Chairman to sign the Trust Instructions.

Upon motion made by Supervisor J. M. Bohmfalk, seconded by Supervisor V. L. Thompson, and unanimously carried, the Board authorized the County Treasurer, Louise Peters, to make changes in Tax Roll Resolution Nos. 397 through 400, all being clerical errors. These Tax Roll changes are on file in the office of the Clerk of the Board of Supervisors.

Upon motion made by Supervisor V. L. Thompson, seconded by Supervisor J. M. Bohmfalk, and unanimously carried, the Board approved the Minutes of the Joint Conference meeting held at Cochise County Hospital on March 21, 1979.

Les Rosenbaum, President of the Whetstone Water Co-operative, appeared before the Board and requested they appoint David Litchard as Fire Chief to replace Henry Funston, who has previously resigned. The Board took Mr. Rosenbaum's request under consideration and no action was taken at this time.

Upon motion made by Supervisor J. M. Bohmfalk, seconded by Supervisor V. L. Thompson, and unanimously carried, the Board approved the following personnel actions for Cochise County and Cochise County Hospital:

COCHISE COUNTY

APPOINTMENTS:

John Y. Cordell, Ambulance Driver/Attendant II, effective July 1, 1979 (Benson)
Richard A. Hyatt, Ambulance Driver/Attendant II, effective July 1, 1979 (Benson)
Billy S. Pierce, Ambulance Driver/Attendant III, effective July 1, 1979 (Benson)
Girado A. Machain, Ambulance Driver/Attendant I, effective July 1, 1979 (Bisbee)
Leslie A. Wheat, Ambulance Driver/Attendant II, effective July 1, 1979 (Bisbee)
George E. Roberts, Ambulance Driver/Attendant II, effective July 1, 1979, (Benson)
Joseph Figueroa, Ambulance Driver/Attendant II, effective July 1, 1979 (Bisbee)
John P. Bednorz, Ambulance Driver/Attendant II, effective July 1, 1979 (Bisbee)
Daryl Caudill, County Ambulance Supervisor IV, effective July 1, 1979 (Bisbee)
William Winkler, Universal Operator, effective July 1, 1979
Donald Keith Lopez, Deputy Sheriff, effective July 1, 1979

VACATION RELIEF:

Mary Lou Swackhamer, temporary employment, Justice Court #3, effective July 6, 1979



BRUCE BABBITT
Governor

WILLIAM A. ORDWAY
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

January 15, 1980

OSCAR T. LYON, JR., P.E.
Assistant Director
and State Engineer

Mr. Bill Reynolds
Project Engineer
Cochise County Highway Department
P. O. Drawer AJ
Bisbee, Arizona 85603

Re: Intergovernmental Agreements
Construction and Maintenance
Rte. 92 and Foothills Drive

Dear Mr. Reynolds:

Transmitted herewith is a copy of each of the above referenced Intergovernmental Agreements, which have been fully executed.

You will note the effective date of filing for each Agreement with the Office of the Secretary of State is January 4, 1980.

Very truly yours,

OSCAR T. LYON, JR., P.E.
State Engineer

Carlie Bowmer

CARLIE BOWMER, P.E.
Assistant State Engineer

CB:mm
Attachments

cc: J.B.Mertz
G.B.Ohnesorgen
✓ D.R.Olivarez
Ben Patterson
ADOT Contract Section (original)



ARIZONA DEPARTMENT OF TRANSPORTATION

OFFICE MEMO

HIGHWAYS DIVISION

December 31, 1979

TO: OFFICE OF SECRETARY OF STATE
State House

ATTN: FEREBE KRUEDER
Trade Marks and Trade Names Division

FROM: CARLIE BOWMER
Assistant State Engineer
Traffic Engineering Section - 204E

RE: Intergovernmental Agreement
Cochise County/State of Arizona
Maintenance/Signalization/Illumination
A. G. Contract No. 79-957

Transmitted herewith are two copies of the above referenced Agreement which has been fully executed.

This is being submitted for filing with your Office, and we request that "Receipt of Filing" be returned to this office in order that distribution may be made of this executed document.

Carlie Bowmer

CB:mm

Attachments

RECEIVED

JAN 10 1980

TRAFFIC ENGR. SECTION
PHOENIX

NO. 6072
FILED WITH SECRETARY OF STATE
Date Filed 1-4-80
<i>Rose Proffand</i> Secretary of State



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79957 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of December, 1979.

ROBERT K. CORBIN
Attorney General

James A. Holmbaum
Assistant Attorney General

ARIZONA HIGHWAY DEPARTMENT
REQUEST FOR PREAUDIT

TO: External Audit Branch

THRU: _____

FROM: Carlie Bowmer

SUBJECT: Project: Intergovernmental Agreement
 Highway: SR 92 - Signalization/Illumination
 Section: Foothills Drive
 Document Number: A. G. Contract No. 79-957
 Principal: Cochise County/State of Arizona

It is requested that a preaudit be performed on the subject documents. Upon completion of the preaudit, the documents should be returned to:

Carlie Bowmer, Assistant State Engineer
Traffic Engineering Section - 204E

Signature: Mary V. McKinstry
Title: Admin. Secy. I

Preaudit Report No. 267 Date: DEC 26 1979

The subject documents were preaudited by the External Audit Branch in accordance with departmental procedures. No exceptions were taken.

A. J. Linton
STAFF AUDITOR

Approved:

[Signature]
EXTERNAL AUDIT MANAGER

AHD 2-961 5-71

